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REGISTRATION NO. 15318-A FILED 1423

DEC 11 1991 - 9 55 AM

INTERSTATE COMMERCE COMMISSION

December 11, 1991

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Please find enclosed an Amendment Agreement dated August 30, 1991.

This supplemental agreement amends a lease agreement dated September 1, 1987, filed under ICC Recordation #15318.

Please file this agreement as ICC Recordation #15318-A. The filing fee of \$16 is enclosed. Thank you for your assistance.

Sincerely,

Mary Ann Oster
Mary Ann Oster
Research Consultant

Enclosures

DEC 11 9 43 AM '91
MOTOR OPERATING UNIT

C. Oosterling
Mary Ann Oster

DEC 11 1991 - 9:55 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, made this 30th day of August 1991, by and between BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, herein called "Lessee", and GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), a Delaware corporation, herein called "Lessor".

RECITALS:

Lessor and Lessee entered into a lease agreement dated September 1, 1987, as recorded with the Interstate Commerce Commission (recordation number 15318, September 28, 1987, 3:00 PM). It is desired to amend said lease agreement as hereinafter set forth.

AGREEMENT:

1. With respect to the locomotives described therein, to amend the term of the above mentioned lease agreement to December 31, 1991 as set forth in Section 2 "Rent".
2. With respect to a "Casualty Occurrence" and "Casualty Value" as described in the Lease and "Schedule A", substitute the following for the "Casualty Value" as presented in "Schedule A". Lessee will replace the Locomotive with a like locomotive of same age, type and model, similarly equipped, in similar condition, with legal title, free and clear of all encumbrances. There will be no option of Casualty Value payment in lieu of a locomotive replacement to satisfy a Casualty Occurrence.
3. Except as herein otherwise provided, all terms and conditions contained in said lease agreement dated September 1, 1987, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in triplicate the day and the year first herein written.

Attest:
B. J. Ryan
(Title)
DIRECTOR BUDGET & FINANCIAL PLNG

BURLINGTON NORTHERN RAILROAD COMPANY
By: W. A. Hattin
(Title) V. P. TRANSPORTATION

Attest:
J. P. Powers
(Title)
Asst. Secretary

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION)
By: Paul
(Title) ASSISTANT SECRETARY

SECOND AMENDMENT AGREEMENT

THIS SECOND AMENDMENT AGREEMENT, made this 30th day of AUGUST 1991, by and between BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, herein called "Lessee", and GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), a Delaware corporation, herein called "Lessor".

RECITALS:

Lessor and Lessee entered into a lease agreement dated September 1, 1987, as recorded with the Interstate Commerce Commission (recordation number 15318, September 28, 1987, 3:00 PM). It is desired to amend said lease agreement a second time as hereinafter set forth.

AGREEMENT:

1. With respect to the locomotives described therein, to amend the term of the above mentioned lease agreement to December 31, 1991 as set forth in Section 2 "Rent".
2. With respect to a "Casualty Occurrence" and "Casualty Value" as described in the Lease and "Schedule A", substitute the following for the "Casualty Value" as presented in "Schedule A". Lessee will replace the Locomotive with a like locomotive of same age, type and model, similarly equipped, in similar condition, with legal title, free and clear of all encumbrances. There will be no option of Casualty Value payment in lieu of a locomotive replacement to satisfy a Casualty Occurrence.
3. To add eleven Locomotives to the Lease having the following road numbers:
 - 742
 - 746
 - 757
 - 784
 - 788
 - 807
 - 811
 - 812
 - 815
 - 823
 - 828
4. Rental shall be \$250 per day for each Locomotive listed above.
5. Except as herein otherwise provided, all terms and conditions contained in said lease agreement dated September 1, 1987, shall be and remain in full force and effect.

State of Illinois)
County of Cook) ss.

On this 14th day of August, 1991, before me personally appeared Keith A. McCanless, to me personally known, who, being by me duly sworn, did say that he is an Assistant Secretary of Electro-Motive Division, General Motors Corporation, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

My commission expires:

April 17, 1992

Juanita Acantilado
Notary Public



State of KANSAS)
County of JOHNSON) ss.

On this 30th day of August, 1991, before me personally appeared W.A. HATTON, to me personally known, who, being by me duly sworn, did say that he is a V.P. TRANSPORTATION of BURLINGTON NORTHERN, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Gen. J. Gassman
Notary Public

My commission expires:

12-28-94

